



DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

Notice to Prospective Bidders

April 5, 2013

You are invited to review and respond to this Invitation for Bid (IFB) No. DRR12065, entitled "EEI Curriculum Printing". In submitting your bid, you must comply with the instructions herein.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions, Special Terms and Conditions and Contractor Certification Clauses which are referenced in Section II of this package. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Department of Resources Recycling and Recovery (CalRecycle) this IFB is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

Shelly Lewis
contracts@calrecycle.ca.gov
Phone: 916.341.6649
Fax: 916.319.7345

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Shelly Lewis
Contract Administrator

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Section 1 Overview

General Information

CalRecycle promotes a zero waste California in partnership with local government, industry, and the public. This means managing the estimated 76 million tons of waste generated each year by reducing waste whenever possible, promoting the management of all materials to their highest and best use, and protecting public health and safety and the environment.

CalRecycle Contact Information

Department of Resources Recycling and Recovery

Physical Address: 1001 I Street,
Sacramento, CA 95814
CalRecycle Contracts Unit, MS-19A
Mailing Address: PO Box 4025,
Sacramento, CA 95812-4025
Attn: Contracts Unit, MS-19A

Phone: (916) 341-6649

FAX: (916) 319-7345

EMAIL: contracts@calrecycle.ca.gov

Any documents delivered in person must be received in the Visitor's & Environmental Service Center located in the lobby of the CalEPA Headquarters Building at 1001 I Street, Sacramento, CA 95814.

Service Needed

While CalRecycle encourages digital use of the EEI Curriculum, surveyed teachers throughout California have consistently conveyed the need for the EEI Curriculum in print form. Even though today's classrooms are becoming more technologically equipped, there is still a need for students to use printed materials for effective learning, especially in the early grades. The purpose of this contract is to print, store, package, and ship EEI materials to educators. Fulfillment and shipments may include as few as one classroom set of a curriculum unit. In order to obtain the most printed product possible, printing in high volumes is the most cost effective approach. With high volumes comes the need to store the materials until such time when they are requested, packaged, and shipped. The Contractor shall provide all services associated with being a printing and fulfillment house for the EEI Curriculum. The Contractor will NOT be responsible for shipping costs.

Contract Budget

Subject to the availability of funds and approval by CalRecycle, there is a current maximum budget of \$500,000. CalRecycle reserves the right to amend the budget for this Agreement as needs arise.

Contract Term

The term of this Agreement will span approximately 12 months and is expected to begin in June 2013. CalRecycle reserves the right to amend this Agreement for additional time and/or funding as needs arise.

Process Type

Invitation for Bid (IFB)

Process Schedule

This process will be conducted according to the following tentative schedule where all times are Pacific Time

Advertisement Date	April 5, 2013
Written Questions Due by 2:00 pm	April 12, 2013
Submittal's Due by 2:00 pm	April 25, 2013
Bid Opening at 2:15 pm	April 25, 2013

Section II Rules and Conditions

Introduction

There are conditions that this IFB, submitting Bidders, Bids and resulting Agreements are subject to and/or required to comply with.

Commitment

Upon submittal of a Bid, the Contractor has committed to comply with the following requirements:

- All items noted in IFB documents
- Special Terms and Conditions available for viewing at www.calrecycle.ca.gov/Contracts/Forms/SpeTermsCond.pdf
- General Terms and Conditions (GTCs) available for viewing at www.ols.dgs.ca.gov/Standard+Language.
- Contractor Certification Clauses (CCCs) available for viewing at www.ols.dgs.ca.gov/Standard+Language.
The bidder must sign and return CCC's (Attachment G)

The above terms, conditions, and/or requirements are not subject to negotiation. Any Bidder that reserves a right to negotiate or expresses any exception to the above terms, conditions, and/or requirements will be disqualified. However, requests to revise any of the above terms, conditions, and/or requirements may be submitted during the formal question and answer period. Any such requests must include the current language, the proposed revised language, and the justification for the proposed revision. Any revisions are at the sole discretion of CalRecycle and will only be made under very limited circumstances in which the revisions apply to all Bidders and benefit or enhance the Contract.

If the Bidder fails to meet any of the requirements or comply with CalRecycle requests, CalRecycle can reject, disqualify, or remove the firm from the process. CalRecycle is not committed to award an Agreement resulting from this IFB.

Antitrust Claims

In submitting a Bid Package to a public purchasing body, the Bidder offers and agrees that if the Bid Package is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the Bid Package. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder. (See Government Code Section 4552.)

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the Bid Package price, less the expenses incurred in obtaining that portion of the recovery. (See Government Code Section 4553.)

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code Section 4554.)

Contractor's Cost

All costs resulting from the contractor's participation in the IFB process are at the firm's expense. No costs incurred by the contractor participating in the IFB process will be reimbursed by CalRecycle.

Information

All information obtained or produced during the course of the Agreement will be made available to CalRecycle.

Any information that qualifies as confidential or a trade secret(s) under the Public Records Act (PRA) or the Public Contract Code (PCC) and is thus exempt from disclosure under those statutes must so be marked by the Bidder prior

to submission to CalRecycle. Any claims of confidentiality or trade secret(s) except as to information that qualifies as such under the PRA or PCC may result in disqualification.

CalRecycle will hold information deemed confidential or trade secret(s) by the Bidder to the extent allowable by the California Public Records Act and the Public Contract Code.

Written Questions

Bidders needing clarification of the requirements of this solicitation may submit questions to CalRecycle's Contracts Unit. All inquiries must be received no later than 2:00 pm on Friday, April 12, 2013 regardless of postmark. If the inquiries are faxed, then the time and dated on the fax must not be later than the due date and time.

Questions, suggestions or objections regarding the content of this solicitation, including but not limited to the purpose, scope of work, etc., not submitted by the deadline for questions shall be deemed waived and may not be raised at a later time.

Oral communications with CalRecycle officers and employees shall be non-binding on the State and shall in no way exclude the Bidder of any obligations as set forth in this package.

All questions or inquiries regarding this solicitation shall be submitted using the contact information provided in Section I.

E-mails and/or faxes should be clearly marked "**Questions Relating to SOLICITATION DRR12065**"

The questions and answers will be published in an Addendum to the IFB (see below, Addenda).

Addenda

CalRecycle reserves the right to amend, alter, or change the rules and conditions of this IFB.

Any ambiguity, conflict, discrepancy, omission, or other error discovered in the IFB should immediately be reported to CalRecycle prior to the deadline for submission of written questions. CalRecycle will issue addenda to address such issues. Addenda will be available on the CalRecycle webpage for this particular solicitation at www.calrecycle.ca.gov/contracts.

Modification of Submittals

A Bid submitted prior to the submittal deadline, can be withdrawn or modified by the submitting Bidder. The Bidder must:

- Provide a written request
- Identify the requesting individual and their association to the Bidder

A Bid cannot be withdrawn for modification after the submittal deadline has passed.

Errors in Submittals

An error in a Bid package may be cause for rejection of that Bid.

CalRecycle may make certain corrections, if the Bidder's intent is clearly established based on review of the complete Bid.

Unreliable List

Any contractor or subcontractor currently of CalRecycle Unreliable list is ineligible to apply for or participate in this contract.

Negotiating State Contracts

This solicitation and any resulting contract or amendments are subject to the conditions set forth in PCC 6611.

If any of the conditions identified in PCC 6611 exist, the Department of General Services may perform contract negotiations, if it is determined to be in the best interest of the State.

Electronic Waste Recycling

If the Contractor or any subcontractors participate in activities that result in the disposition of electronic components, they will comply with the provisions of PRC Chapter 8.5.

Use Tax

If, during the course of the agreement, the Contractor will be involved in the re-sale of goods to the State, they must comply with the requirements of Section 6452.1, 6487, 6487.3, 7101, and 18510 of the Revenue and Taxation Code, in addition to Section 10295.1 of the Public Contract Code.

Small Business (SB) Preference

The following information shall apply to both SBs and MBs.

Any Bidder competing in this process as a California Certified Small Business (SB) or Micro Business (MB), or as a non-SB certifying to subcontract a minimum of 25% of the total contract services to a California Certified SB or MB, will receive a five percent (5%) preference. Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS). CalRecycle will apply the preference per State law and as described on the DGS website at <http://www.pd.dgs.ca.gov/smbus/sbpref.htm>.

A five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price with one of more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified small business subcontracts must be attached to the bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor. Use the SB/DVBE participation form to report this information.

Bidders claiming the five percent (5%) preference must commit to subcontract at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the office of Small Business and DVBE Certification (OSDC) no later than 5:00 p.m. on the bid due date, and the OSDC must be able to approve the application as- submitted. Questions regarding certification should be directed to the OSDC at (916) 375-4940. In no event shall the SB preference or non-SB subcontracting preference exceed \$50,000 in any single bid.

The preference is applied during the evaluation process and is only applied for responsive bids from responsible bidders proposing the percentage of SB participation. The SB preference will be applied when a responsible bidder that is not a CA certified SB or a non-SB claiming 25% CA certified SB subcontractor participation submits the lowest responsive bid.

For award based on low price, the preference is applied by reducing the bid price by the amount of incentive as computed from the lowest responsive and responsible bid price. The computation is for evaluation purposes only. Application of the preference shall not displace an award to a small business with a non-small business.

A copy of the Bidder's SB certification should be included with the Bid Package.

If the Bidder makes a commitment to achieve small business participation, then the Bidder, if awarded this contract, must within 60 days of receiving final payment (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved (Govt. Code § 14841). Refer to Attachment C to fulfill this requirement.

Disabled Veterans Business Enterprise (DVBE) Incentive

Any Bidder competing in this process as a California Certified Disabled Veterans Business Enterprise, or as a non-DVBE certifying to subcontract a minimum of 3% of the total contract services to a California Certified DVBE, will receive an incentive as shown below:

1. Five (5%) and above participation level = bid will receive five percent (5%) preference.
2. Four (4%) participation level = bid will receive two percent (3%) preference.
3. Three (3%) participation level = bid will receive one percent (1%) preference.

Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

A five percent (3-5%) bid preference is available to a non-DVBE claiming a minimum of three percent (3%) California certified DVBE subcontractor participation. If claiming the non-DVBE subcontractor preference, the bid response must include a list of the DVBE(s) with which you commit to subcontract in an amount of at least three percent (3%) of the net bid price with one or more California certified DVBEs. Each listed certified DVBE must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified DVBE subcontracts must be attached to the bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor. Use the SB/DVBE participation form to report this information.

Bidders claiming the incentive must commit to subcontract at least three percent (3%) of the net bid price with one or more California certified DVBEs. Completed certification applications and required support documents must be submitted to the office of Small Business and DVBE Certification (OSDC) no later than 5:00 p.m. on the bid due date, and the OSDC must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDC at (916) 375-4940.

The incentive is applied during the evaluation process and is only applied for responsive bids from responsible bidders proposing the percentage(s) of DVBE participation for the incentive(s) specified above.

For award based on low price, the incentive is applied by reducing the bid price by the amount of incentive as computed from the lowest responsive and responsible bid price. The computation is for evaluation purposes only. Application of the incentive shall not displace an award to a small business with a non-small business.

A copy of the Bidder's DVBE certification should be included with the Bid Package.
For information on locating DVBE resources please go to the following website
<http://www.pd.dgs.ca.gov/Publications/resource.htm>.

A copy of the Bidder's DVBE certification should be included with the Bid Package.

If awarded, the Bidder who has made a commitment to achieve disabled veteran business enterprise (DVBE) participation, must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Military & Veterans Code (M&VC) § 999.5(d)). Refer to Attachment C to fulfill this requirement

Enterprise Zone Act (EZA)

If the budget for services outlined in this announcement, exceeds \$100,000, CalRecycle will grant a preference for EZA qualified Bidders.

The Bidder must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the EZA.

If the Bidder is qualified for this preference, the EZA Preference Request Form must be included in the Bid submittal.

The form may be downloaded at www.calrecycle.ca.gov/contracts/forms.

Target Area Contract Preference Act (TACPA)

If the budget for services outlined in this announcement, exceeds \$100,000, CalRecycle will grant a preference for TACPA qualified Bidders.

The Bidder must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the TACPA.

If the Bidder is qualified for this preference, the TACPA Preference Request Form must be included in the Bid submittal.

The form may be downloaded at www.calrecycle.ca.gov/contracts/forms.

Local Agency Military Base Recovery Act (LAMBRA)

If the budget for services outlined in this announcement, exceeds \$100,000, CalRecycle will grant a preference for LAMBRA qualified Bidders.

The Bidder must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the LAMBRA.

If the Bidder is qualified for this preference, the LAMBRA Preference Request Form must be included in the Bid submittal.

The form may be downloaded at www.calrecycle.ca.gov/contracts/forms.

Maximum Combined Preferences and Rules for Award

In combination with any other preferences (TACPA, EZA, LAMBRA, SB, and/or DVBE participation, etc.), the maximum limit of the combined preferences is 15% of the bid amount and, in no case, more than \$100,000.00 per solicitation.

Preference programs for TACPA, EZA, LAMBRA, or the non-SB subcontracting preference cannot displace a direct award to a certified SB. In the event of a tie between a SB/MB and a firm that is SB/MB and DVBE, the award shall be made to the firm that is SB/MB and DVBE.

Subcontractors

All subcontractors identified in the Bid, must be experts in their respective disciplines and capable of performing the tasks for which they are hired.

If awarded the agreement, the contractor **must** use all of the SB/MB and Disabled Veteran Business Enterprise firms identified on the Small Business/DVBE Participation Summary.

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their proposal, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the proposal and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the proposal may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

CalRecycle reserves the right to approve substitutions of subcontractors, as long as, certified business participation levels remain unchanged

Section III Bid Submittal Requirements

Introduction

Failure to follow the instructions contained in this document may be grounds for rejection of a Bid.

CalRecycle may reject any Bid if it is conditional, incomplete or contains irregularities.

CalRecycle may waive an immaterial deviation in a Bid, if deemed in the best interest of CalRecycle.

Deadline

The Bid package must be received by CalRecycle, at the address listed in Section I, Overview by 2:00 p.m. on April 25, 2013.

Bids received after the deadline, will be considered late and returned to the Bidder unopened.

Addressing

The Bid package must clearly state that it is in response to this IFB and note the IFB number listed with the direction of "Mailroom – do not open."

Number of Copies

The Bidder is required to submit all required documents in the following format:

- One original, non-bound hard copy marked "Original" (do not include bid sheet in this copy)
- One electronic copy on disc or compact disc viewable by Adobe Acrobat Reader. (do not include bid sheet in this copy)
- One complete, signed bid sheet in a sealed envelope marked "Bid – Do Not Open".

It is the submitting Bidder's responsibility to ensure that the electronic copy is formatted in Adobe Acrobat Reader and viewable by CalRecycle.

Document Printing

All documents must be submitted double-sided on paper with a minimum of 100% post-consumer recycled content fiber.

Cover Letter

The cover letter shall be signed by an individual who is authorized to bind the Bidder and shall indicate that person's title or position. The cover letter must be on the Bidder's company letterhead and contain the following information:

- a. Name and address of the Bidder submitting qualifications;
- b. Bidder's Headquarters for purposes of this agreement, if awarded;
- c. Name, telephone number, and e-mail address of a person who can be contacted if further information is required;
- d. Name, title, address, telephone number, and e-mail address of individual(s) with authority to negotiate and execute a binding Agreement on behalf of the Bidder;
- e. Statement that personnel who will provide services under the agreement will have the required certifications and that bidder will have qualified personnel available to meet the service needs; and
- f. Statement attesting to the fact of the percentage of post consumer recycled content fiber paper used in the compilation of the CBS package.
- g. Statement stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286.

Qualifications and Resources

The prospective contractor must have the experience, qualifications, and resources to perform the required tasks of the project.

Each Bid must include a detailed response, outlining information as to how the prospective contractor meets each of the minimum qualifications.

1. At least three (3) years' experience providing digital and offset printing services.
2. At least three (3) years' experience providing fulfillment services (including packaging and shipping) for large and small orders.

The Bid must also include resumes for the Project Manager, Personnel and Subcontractors, that include:

- Experience
- Knowledge
- Educational Background
- Appropriate licensing

Organization

Provide a brief description of the organization's services and activities, including:

- Date of establishment
- History
- Location
- Any known conflicts of interest

References

The Bidder's team must provide a minimum of three (3) verifiable references and/or experience that support the above qualifications.

CalRecycle reserves the right to seek references in addition to the client references provided by the Bidder, as it deems necessary.

If a reference or project experience is unable to be verified, it will be disregarded.

Contractor Eligibility

The Bidder must include a written declaration, stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286.1. Statement may be included in the cover letter.

Qualification/Licenses

The Contractor shall be an individual or firm qualified to do business in California. Required documentation includes the following as applicable:

- A copy of the Bidder's registration with the Secretary of State.
- Additionally, pursuant to the California Business and Professions Code, for services of a "professional" nature requiring a professional license issued by the CA Department of Consumer Affairs, Bidders must submit a copy of the appropriate license(s) for each team member who will provide "professional" services under the contract.

Cost Breakdown

The cost Bid must specify the total cost and include detailed project costs, as required in the Cost Bid Sheet. The winning Bidder's invoices must be itemized as shown in the submitted cost sheet.

The subcontractor commitments must be identified, by task and dollar amount, and included in the task by task cost Bid submittal.

The costs identified, should take into consideration the length of the contract, rise in salaries and administrative overhead costs.

Failure to include on the Cost Bid Sheet budgeted costs for all tasks included in the Scope of Work will be grounds for disqualification.

The cost Bid sheet is a self-contained document for purposes of calculating cost points and evaluating whether all information required by the IFB has been submitted. Therefore, all information (such as explanations of \$0 instead of itemized costs) must be included on the cost Bid sheet. Reference by incorporation to the Bid is not acceptable.

The amount identified on the cost breakdown may not be changed and will remain in effect for the life of the agreement.

Travel and Per Diem

Lodging, food, and incidental expenses on trips in support of services will be reimbursed at the following State per diem rates per 24 hour day for the length of the contract. All travel will be reimbursed at the excluded employee travel rates in accordance with the California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.615.1 et seq.. Per diem (lodging, meals and incidentals) will not be reimbursed for travel within 50 miles of Contractor's headquarters.

- Lodging (receipts required) per day–
 - Most locations up to a maximum of \$84 plus tax
 - Counties of Los Angeles and San Diego up to a maximum of \$110 plus tax
 - Counties of Alameda, San Francisco, San Mateo and Santa Clara up to a maximum of \$140 plus tax
- Meals (breakfast, lunch and dinner) – up to a maximum of \$34 per day
- Incidentals – up to a maximum of \$6 per day.
- Coach airfare, mid-size/economy rental cars, and fuel – actual costs verified by bills or receipts. First Class or Business Class air travel is not allowed.

Section IV Evaluation and Selection

Introduction

CalRecycle will perform a Pre-Qualification Evaluation process to ensure that the Bidder has included all required documentation in the Bid submittal. The bid sheet must be in a separate sealed envelope marked "Bid – Do Not Open".

If a Bid package does not meet all of the requirements set forth in this IFB, it will be considered non-responsive and rejected from further competition.

Grounds for Rejection

All bids may be rejected whenever the determination is made that the bids received are not really competitive, when the cost is not reasonable, or when the cost exceeds the amount expected.

Additionally, a bid may be rejected if:

- It is received after the due date and time for submittal
- The bid submittal is unsigned
- The bid cost is not prepared as required by the IFB
- The Bidder has been prohibited from contracting with the State by the Department of Fair Employment and Housing
- The Bidder has received a substantive negative contract performance from the State
- Any items required by the IFB are not included with the submittal

No bid may be rejected arbitrarily or without reasonable cause.

Bid Opening

The qualified bids (sealed) will be opened publicly at the time set in Section I, Process Schedule.

Award of Agreement

Award of this Agreement will be to the lowest responsive responsible Bidder meeting all of the IFB requirements after preferences are applied as indicated in Section II Rules and Conditions.

In the event of a tie, CalRecycle shall utilize a tie breaker to determine the winning Bidder. The tie breaker will be determined based on which bidder has the most SB and DVBE participation identified in the bid package.

CalRecycle reserves the right to not award an Agreement.

Rejection of Award

If the Bidder fails to enter into a satisfactory Agreement within a reasonable timeframe after the award is made, CalRecycle may deem that the Bidder has rejected the award.

CalRecycle reserves the right to disqualify the awardee and award the Agreement to the next lowest responsive responsible Bidder.

CalRecycle will notify the rejected lowest responsive Bidder, at least five (5) days prior to the award being made, of the decision not to award the agreement.

Notice of Intent to Award

CalRecycle will post a notice of intent to award the agreement resulting from this IFB, only upon written request of any Bidder.

The request must be submitted to the contact contained in Section I, Overview.

If requested, the notice of intent to award will be posted on CalRecycle's contract website at www.calrecycle.ca.gov/contracts and at the headquarters address noted in Section I, Overview five days prior to award of the contract.

Protest of Award

A Bidder may protest the proposed award by filing an official protest with the Department of General Services. The protest must be filed after the notice of intent to award the contract, but before the actual award.

Within five (5) **working** days of the initial protest filing, the Bidder must submit a detailed written statement with information that supports that the Bidder would have been awarded the contract and the grounds for that position.

The Agreement will not be awarded until a decision has been made on the filed protest.

The protest documents should be sent via registered mail to the following parties:

Department of General Services
Office of Legal Services
Attn: Protest Coordinator
707 Third Street, 7th floor
Sacramento, CA 95605
Fax (916) 376-5088

Department of Resources Recycling and Recovery
Attn: Contracts Unit
1001 I Street, MS-19A
Sacramento, CA 95814
Fax (916) 319-7582
Email contracts@calrecycle.ca.gov

Section V Scope of Work

Work to be Performed

California is currently poised to lead the nation in environmental literacy as a result of the Education and the Environment Initiative (EEI), a landmark environment-based education effort. Pursuant to California law (Chapter 665, Statutes of 2003 [AB1548; Pavley], and Chapter 581, Statutes of 2005 [AB1721; Pavley]), the California Environmental Protection Agency developed a Kindergarten through 12th grade curriculum that teaches students about their relationship with the environment while simultaneously instructing them on required academic content standards.

CalRecycle oversees distribution of the EEI 85 curriculum units that teach select Science and History/Social Science academic content standards to mastery using the environment as a context for learning. The State Board of Education approved all 85 units of the EEI Curriculum in early 2010.

The EEI Curriculum is now in use in California schools and CalRecycle and its partners share the vision that successful implementation of EEI materials in our classrooms will increase the environmental literacy of our citizens and promote a sustainable and prosperous future for our State.

THE EEI CURRICULUM PRODUCT

The EEI Curriculum consists of 85 instructional units for Kindergarten through 12th grade (See Exhibit A – Attachment 1). Every curriculum unit includes one Teacher Edition (TE) book, one Visual Aids (VA) book, and one Teacher's Masters (TM) book. In addition, each unit may have additional components, such as a Student Edition, Student Workbook, Dictionary, Reader(s), Word Wall Cards, etc. All 85 instructional units can be found online at www.CaliforniaEEI.org. The TE books are password protected. The password to open those documents is: "teacheei".

Tasks

EEI CURRICULUM PRINTING & FULFILLMENT

Task 1 – Print EEI Curriculum Materials as directed by CalRecycle

CalRecycle shall provide the Contractor with periodic orders of EEI Curriculum units. CalRecycle anticipates placing primarily high-quantity orders, rather than many small-quantity orders. Contractor shall print order(s) according to the following specifications:

General Specifications:

- Ink Color: Full color, full bleeds.
- Paper Stock: Recycled content for all paper stocks (minimum 10% post-consumer).

Table 1: Teacher Materials specifications, by component

Component	Page Size/Trim Size	Binding	Paper Weight
Teacher's edition	8.5 x 11	Tape, Wire-O, or Plasticcoil	80 lb. Book 100 lb. Cover
Big Books	11 x 17 and 17 x 11	Tape, Wire-O, or Plasticcoil	80 lb. Cover

Word Wall Cards	4.25 x 11	Trim and Collate	80 lb. Cover
Posters	12.75 x 18.75	Trim	80 lb. Book, Dull Coated
Information Cards	8.5 x 11	Trim and Collate	80 lb. Cover

Table 2: Student Materials specifications, by component

Component	Page Size/Trim Size	Binding	Paper Weight
Student edition	8.5 x 11	Saddle Stitched	70 lb. Book
Student workbook	8.5 x 11	Saddle Stitched	70 lb. Book
Dictionary	5.25 x 8.25	Saddle Stitched	70 lb. Book
Readers	5.25 x 8.25	Saddle Stitched	70 lb. Book
Student Map	11 x 17	Trim and Collate	80 lb. Cover
Game boards	11 x 17	Trim and Collate	80 lb. Cover

CalRecycle will provide the Contractor with a set of the press ready files. PDF versions may be downloaded directly from the www.CaliforniaEEI.org website or from a DVD obtained by contacting the CalRecycle Project Manager.

Task 2 – Create and Duplicate EEI Curriculum DVDs

- Contractor shall create and duplicate EEI Curriculum DVDs to include with order fulfillment based on specifications by CalRecycle. Each order will contain one DVD with its unit components.

Task 3 – Storage of Curriculum

- Contractor shall properly store inventory of all printed materials until fulfillment is requested by CalRecycle, as described in task 3.
- In addition to storing printed materials, the Contractor shall store CalRecycle's current National Geographic Services (NGS) maps – 323 boxes (approximately 175 maps per box). Box dimensions are 9"H x 11"W x 17"L.

Task 4 – Fulfill orders

- CalRecycle will regularly submit orders for fulfillment to the Contractor. An order may consist of as few as one unit-specific set to as many as a pallet of materials going to one shipping address. For each order, CalRecycle shall notify the Contractor of recipient's: name, unit(s) ordered, and mailing address.
- Contractor shall pull and package orders in unit-specific sets. Contractor shall include appropriate NGS maps and DVD(s) in orders.

Task 5 – Ship orders

- Contractor shall ship to recipients identified by CalRecycle as indicated on each order. Contractor is not responsible for direct payment of shipping costs. CalRecycle shall specify the shipping vendor and provide the Contractor with shipping vendor account information and any special instructions.
- Contractor shall use 100% recyclable materials for shipment of EEI Curriculum components.
- Contractor shall consolidate shipping of units to the same address in the same box, where feasible, to minimize shipping costs.
- Contractor shall have a one week turnaround from receipt of order from CalRecycle to shipping date, unless prior written approval from the Project Manager.

Task 6 – Inventory Control and Communication

- Contractor shall receive order requests from CalRecycle.
- Contractor shall communicate regularly with the Project Manager regarding inventory and order status.
- Contractor shall maintain and report inventory of EEI Curriculum, by unit sets, and NGS maps on a bi-weekly basis.
- Contractor shall establish a shipment confirmation system with CalRecycle to notify the project manager when each order has been shipped, including tracking information.

ATTACHMENT 1-EEI UNITS

Grade	Title of Unit
K	K.3.a. The World Around Me
K	K.3.c. A Day in My Life
K	K.4.5.-K.6.3. Some Things Change Some Things Stay the Same
1	1.2.a. Surviving and Thriving
1	1.2.c. Finding Shelter
1	1.2.d. Open Wide! Look Inside!
1	1.2.4. People and Places
1	1.4.2. On the Move
2	2.2.4. California Lands – Then and Now
2	2.2.a.-2.2.b. Cycle of Life
2	2.2.c.-2.2.d. Alike and Different
2	2.2.e.-2.2.f. Flowering Plants in Our Changing Environment
2	2.3.a.-2.3.b. The Earth Rocks
2	2.4.1. From Field to Table
2	2.4.2.-2.4.3. Dollars and Sense of Food Production
3	3.1.1.3.1.2. The Geography of Where We Live
3	3.2.2. California Indian People: Exploring Tribal Regions
3	3.3.a. Structuring for Survival in a Healthy Ecosystem
3	3.3.c.-3.3.d. Living Things in Changing Environments
3	3.5.1./3.5.2./3.5.2. California's Economy – Natural Choices
4	4.1.3.-4.1.5. Reflections of Where We Live
4	4.2.1. California Indian Peoples and Management of Natural Resources
4	4.2.6. Cultivating California
4	4.2.a. Plants: the Ultimate Energy Resource
4	4.2.b. The Flow of Energy Through Ecosystems
4	4.2.c. Life and Death of Decomposers
4	4.3.3. Witnessing the Gold Rush
4	4.3.d. Microorganisms and the Human World
5	5.3.a. Earth's Water
5	5.3.b. Changing States: Water, Natural Systems and Human Communities
5	5.3.c. Precipitation, People and the Natural World
5	5.3.d. Our Water: Sources and Uses
5	5.4.1. Human Settlement and the Natural Regions of the Eastern Seaboard
5	5.8.4. Nature and Newcomers

Grade	Title of Unit
6	6.1.1. Paleolithic People: Tools, Tasks, and Fire
6	6.1.2. Paleolithic People: Adapting to Change
6	6.2.1. River Systems and Ancient Peoples
6	6.2.2. Agricultural Advances in Ancient Civilizations
6	6.2.6.-6.2.8. Egypt and Kush: A Tale of Two Kingdoms
6	6.2.b. The Dynamic Nature of Rivers
6	6.5.1.-6.6.1. The Rivers and the Ancient Empires of China and India
6	6.5.c. Energy: Pass it on!
6	6.5.d. Playing the Same Role
6	6.6.a. Energy: It's Not All the Same to You!
6	6.6.b. Energy and Material Resources: Renewable or Not?
6	6.6.c. Made from Earth: How Natural Resources Become Things We Use
7	7.2.5. Arabic Trade Networks: Growth and Expansion in the Middle Ages
7	7.3.5. Genius Across the Centuries
7	7.3.a. Shaping Natural Systems through Evolution
7	7.3.e. Responding to Environmental Change
7	7.4.g. Extinction: Past and Present
7	7.6.3. Managing Nature's Bounty: Feudalism in Medieval Europe
7	7.7.1. Sun Gods and Jaguar Kings
7	7.7.3. Broken Jade and Tarnished Gold
8	8.4.1. Land, Politics, and Expansion in the Early Republic
8	8.6.3. America Grows
8	8.8.4. Struggles with Water
8	8.12.1. Agricultural and Industrial Development in the United States (1877-1914)
8	8.12.5. Industrialization, Urbanization and the Conservation Movement
HS Biology	B.5.c. High Tech Harvest: Genetic Engineering and the Environment
HS Biology	B.6.a. Biodiversity: The Keystone to Life on Earth
HS Biology	B.6.b. Ecosystem Change in California
HS Biology	B.8.a. Differential Survival of Organisms
HS Biology	B.8.b. Biological Diversity: The World's Riches
HS Biology	B.8.d. The Isolation of Species
HS Earth Science	E.4.c. The Greenhouse Effect on Natural Systems
HS Earth Science	E.5.d. Ocean Currents and Natural Systems
HS Earth Science	E.5.e. Rainforests and Deserts: Distribution, Uses, and Human Influences

Grade	Title of Unit
HS Earth Science	E.7.b. The Life and Times of Carbon
HS Earth Science	E.8.c. Living Under One Roof
HS Earth Science	E.9.c. Liquid Gold: California's Water
10	10.3.1.-10.3.5. Britain Solves a Problem and Creates the Industrial Revolution
10	10.3.3. Growth of Population, Cities and Demands
10	10.4.1. New Imperialism: The Search for Natural Resources
10	10.4.3. New Imperialism: The Control of India's and South Africa's Resources
11	11.5.7. Mass Production, Marketing, and Consumption in the Roaring Twenties
11	11.8.6. Postwar Industries and the Emerging Environmental Movement
11	11.9.7 The United States and Mexico: Working Together
11	11.11.5. Many Voices, Many Visions: Analyzing Contemporary Environmental Issues
12	12.1.4. Private Property and Resource Conservation
12	12.2.2.-12.2.5. This Is Our Land
12	12.2.2.-12.2.7 Sustaining Economies and the Earth's Resources
12	12.3.1. Government and the Economy: An Environmental Perspective
12	12.3.2. Active Voices: Civil Society and the Environment
12	12.7.6 Making and Implementing Environmental Laws

Control of Work

1. CalRecycle Contract Manager has the authority to determine the quality and acceptability of the following:

- Work to be performed
- Rate and progress of the work
- Fulfillment of the services provided by the Contractor
- Compensation for services provided by the Contractor

These decisions will be deemed final and enforceable by CalRecycle Contract Manager when the Contractor fails to complete orders required by this Agreement.

2. The Contractor will designate a Project Manager who holds the following authority:

- Act as the Contractor's Representative for work to be provided under this Agreement
- Act as the Contractor's Representative regarding contractual matters relating to this Agreement

If during the course of the Agreement, it is deemed necessary to replace the Project Manager, CalRecycle Contract Manager approval is required.

Section VI Definition and Terms

General

Unless the context otherwise requires, wherever in this IFB or addenda, the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section.

Working titles having a masculine gender, such as “draftsman” and “journeyman” and the pronoun “he”, are utilized in these provisions for the sake of brevity, and are intended to refer to persons of either sex.

Abbreviations

ADA	Americans with Disabilities Act
CAL EPA	California Environmental Protection Agency
CALRECYCLE	Department of Resources Recycling and Recovery
CCR	California Code of Regulations
DVBE	Disabled Veteran Business Enterprise
EPA	Environmental Protection Agency (Federal Government)
GC	Government Code
PCC	Public Contract Code
IFB	Invitation for Bid
SB	Small Business
SOW	Scope of Work
OSDS	The Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS)

Agreement

The written agreement covering performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the IFB, Bid, general and specific terms and conditions, Work Orders, and supplemental agreements which may be required to complete the work in a substantial and acceptable manner.

Cal EPA

The California Environmental Protection Agency

CalRecycle

Department of Resources Recycling and Recovery

CalRecycle Staff

Staff of the CalRecycle involved in the implementation of this contract or representatives of Consultant to CalRecycle as designated in the Work Orders.

Consultant

The person or persons, firm, partnership, corporation, or combination thereof, which may enter into this Agreement with CalRecycle to provide work pursuant to this IFB or his or their legal representatives

Contract

A legally binding agreement between the state & another entity, public or private, for the provision of goods or services

Contract Manager

A person designated by the responsible state agency or department to manage performance under a contract.

Contractor

A party contracting with the awarding agency. Vendor is often used synonymously with contractor.

Director

The Director of CalRecycle, or his/her designees. Any references to Executive Officer shall mean the Director and/or designated officer.

Disabled Veteran Business Enterprise (DVBE Certified)

A business that meets all of the following criteria: (1) at least 51% of the business is owned by one or more disabled veterans or, in a business whose stock is publicly held, at least 51% or more of the stockholders are disabled veterans (2) the management and control of the business are exercised by one or more disabled veterans; (3) the business is domestically owned and its home office is in the United States; and (4) the business has been certified as a DVBE by the State of California, Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

Legal Holiday

Those days designated as State holidays in the Government Code.

Project Manager

Contractor's representative for all work performed under this Agreement. All official correspondence, reports, submittals, billings, and other work done under this Agreement shall be reviewed and signed by the Project Manager prior to submittal to CalRecycle.

Scope of Work

The description of work required of a contractor by the awarding agency.

Small Business (Certified)

A business that has been certified by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as a small business as defined in GC 14837 and 2 CCR 1896.

State

The State of California.

State Contract Law

The Public Contract Code and other applicable laws that form and constitute a part of the provisions of this Agreement to the same extent as if set forth herein in full.

Subcontractor

A person or entity which contracts with the Contractor to perform all or a portion of the work as specified in the Scope of Work.

Attachments

**Cost Bid Sheet
EEI Curriculum Printing
DRR12065**

Contractor/Company Name: _____

Costs for each item are inclusive of all costs associated with printing and fulfillment. Such costs include, but are not limited to, the following, as described in the Scope of Work:

- Printing of each unit component specified in the chart below
- Storage and inventory costs of the EEI Curriculum product
- Pulling and packaging for shipment of teachers' orders submitted by CalRecycle
- Tax on any taxable services or products

Component	Price Per Page	Weighting	Total (ppp x weighting)
Teacher's Edition (Quantity: 1-9)	\$	X 1	\$
Teacher's Edition (Quantity: 10-49)	\$	X 1	\$
Teacher's Edition (Quantity: 50-99)	\$	X 1	\$
Teacher's Edition (Quantity: 100-199)	\$	X 1	\$
Teacher's Edition (Quantity: 200-299)	\$	X 1	\$
Teacher's Edition (Quantity: 300+)	\$	X 1	\$
Student Workbook/Student Edition (Quantity: 1-299)	\$	X 30	\$
Student Workbook/Student Edition (Quantity: 300-2999)	\$	X 30	\$
Student Workbook/Student Edition (Quantity: 3000-4999)	\$	X 30	\$
Student Workbook/Student Edition (Quantity: 5000-9000)	\$	X 30	\$
Student Workbook/Student Edition (Quantity: 9000+)	\$	X 30	\$
Word Wall Cards/Information Cards (Quantity: 1-9)	\$	X 1	\$
Word Wall Cards/Information Cards (Quantity: 10-49)	\$	X 1	\$
Word Wall Cards/Information Cards (Quantity: 50-99)	\$	X 1	\$
Word Wall Cards/Information Cards (Quantity: 100-199)	\$	X 1	\$
Word Wall Cards/Information Cards (Quantity: 200-299)	\$	X 1	\$
Word Wall Cards/Information Cards (Quantity: 300+)	\$	X 1	\$
Big Book (Quantity: 1-9)	\$	X 1	\$
Big Book (Quantity: 10-49)	\$	X 1	\$
Big Book (Quantity: 50-99)	\$	X 1	\$
Big Book (Quantity: 100-199)	\$	X 1	\$
Big Book (Quantity: 200-299)	\$	X 1	\$
Big Book (Quantity: 300+)	\$	X 1	\$
Dictionary/Reader (Quantity: 1-299)	\$	X 30	\$
Dictionary/Reader (Quantity: 300-2999)	\$	X 30	\$

Dictionary/Reader (Quantity: 3000-4999)	\$	X 30	\$
Dictionary/Reader (Quantity: 5000-9000)	\$	X 30	\$
Dictionary/Reader (Quantity: 9000+)	\$	X 30	\$
Poster (Quantity: 1-9)	\$	X 1	\$
Poster (Quantity: 10-49)	\$	X 1	\$
Poster (Quantity: 50-99)	\$	X 1	\$
Poster (Quantity: 100-199)	\$	X 1	\$
Poster (Quantity: 200-299)	\$	X 1	\$
Poster (Quantity: 300+)	\$	X 1	\$
Game Board/Student Map (Quantity: 1-9)	\$	X 1	\$
Game Board/Student Map (Quantity: 10-49)	\$	X 1	\$
Game Board/Student Map (Quantity: 50-99)	\$	X 1	\$
Game Board/Student Map (Quantity: 100-199)	\$	X 1	\$
Game Board/Student Map (Quantity: 200-299)	\$	X 1	\$
Game Board/Student Map (Quantity: 300+)	\$	X 1	\$
DVD 8.5 GB (Quantity: 500-1000)	\$	X 1	\$
DVD 8.5 GB (Quantity: 1001-5000)	\$	X 1	\$
DVD 8.5 GB (Quantity: 5001-10,000)	\$	X 1	\$
TOTAL			\$

Acknowledgement/Authorization

The undersigned acknowledges the submittal of this Bid constitutes an irrevocable offer for a ninety (90) day period for CalRecycle to award an Agreement. Additional acknowledgement is made of receipt of all competitive documents, including Addenda, relating to this Agreement.

The undersigned acknowledges that the Bidder has read all of the requirements set forth in CalRecycle documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by CalRecycle in verification of the recitals comprising this Bid and also hereby authorizes CalRecycle to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) 10410, 10411, and Government Code (GC) 87100, by the submitting firm and/or any subcontractors listed in the Bid.

I declare under penalty of perjury that the foregoing is true and correct.

Name & Title of Authorized
Representative:

Contractor Name:

Address:

Telephone #:

City, State Zip:

Email:

Signature of Authorized
Representative:

Date Signed:

Small Business/Disabled Veteran Business Enterprises (DVBE) Participation Summary

MARK ONE FOR EACH FIRM USED			NAME OF FIRM	NATURE OF WORK	TOTAL AMOUNT OF WORK (Mark one for each firm used)		IS CERTIFICATION FORM ATTACHED?
PRIME BIDDER	SUBCON-TRACTOR	SUPPLIER			SMALL	DVBE	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	

The appropriate certification letter issued by the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) can be attached for each Small and DVBE business identified.

Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification

As Contractor of record for the Department of Resources Recycling and Recovery, Contract number _____, I certify, in accordance with Government Code 14841 and Military and Veteran Code § 999.5, that pursuant to the terms and conditions of the contract, all payments have been made to the SB or DVBE firm(s) listed below for commodities or services rendered as the SB or DVBE subcontractor(s) of record. I understand certification must be made to the Department of Resources Recycling and Recovery within 60 days of receiving final payment under this Agreement. I further understand and acknowledge that falsification of this Certification may result in the imposition of civil or criminal penalties for not less than \$2,500 or more than \$25,000 for each violation.

Please copy this form to include as many SB or DVBE firms as necessary. Authorized signatures and information are required on each separately submitted form. Return to: Department of Resources Recycling and Recovery, Contracts Unit- MS 19-A, Attn: Colleen Rubens, SB/DVBE Advocate, P.O. Box 4025, Sacramento, CA 95812-4025

SB/MB/DVBE SUBCONTRACTOR INFORMATION

Contract Firm Name			
Name of Firm Representative			
Title			
	Phone:	Fax:	
Firm Address	Street:		
	City:	State:	Zip:
Contract Number			
Total Amount Received Under this Contract	\$	Date Final Payment Received: / /	

SB/DVBE SUBCONTRACTOR INFORMATION

SB/DVBE Subcontractor	Street Address	City	State	Zip	Amount Paid	Participation Achieved
						%
						%
						%
						%

Printed Name		Signature:	
Title:		Report Date:	

Darfur Contracting Act

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. _____ We do not currently have, or we have not had within the previous
Initials three years, business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code
Initials section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. _____ We currently have, or we have had within the previous three years,
Initials business activities or other operations outside of the United States,
+ certification but we certify below that we are not a scrutinized company
below as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

Proposer/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County and State of	

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.

Contractor Status Form

Contractor's Name: _____ County: _____

Address: _____ Phone Number: _____

Federal Employer Identification Number: _____ Fax Number: _____

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS

☐ Individual ☐ Limited Partnership ☐ General Partnership ☐ Corporation ☐ Other

If Individual or sole proprietorship, state the true name of sole proprietor: _____

If a Limited or General Partnership, list each partner and state their true name and interest in the partnership:

If a Corporation, state place and date of incorporation:

President: _____ Vice President: _____

Secretary: _____ Treasurer: _____

Other Officer: _____ Other Officer: _____

Provide explanation if claiming Other:

SMALL BUSINESS PREFERENCE

Are you claiming preference for small/micro business?

☐ YES – Attach approval letter from Office of Small Business Certification and Resources
☐ NO

Are you claiming preference for DVBE?

☐ YES – Attach approval letter from Office of Small Business Certification and Resources
☐ NO

NOTE: THIS FORM MUST BE COMPLETED OR YOUR BID MAY BE REJECTED

Client References

List at least three (3) client references that can attest to the Bidder's qualifications to fulfill the requirements of the Scope of Work. List the most recent first. Client references must also be provided for any subcontractors identified in the Bidder's response. Duplicate and attach additional pages as necessary.

BIDDER / SUBCONTRACTOR'S NAME:**REFERENCE 1**

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

REFERENCE 2

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

REFERENCE 3

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

If three references cannot be provided, explain why:

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

STATE OF CALIFORNIA
Department of Resources Recycling & Recovery
CALRECYCLE 74C (Revised 1/10 for Contracts)

To be completed by Contractor	
Name of Contractor:	
Contract #::	Work Order #:

Recycled-Content Certification

☐ Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to your CalRecycle contract manager.

This form may be completed by contractor, vendor, bidder, buyer, state-contracting officer, or state purchasing agent. The form must be completed and returned to CalRecycle with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information.

Contractor's Name _____ Date _____
Address _____ Phone _____
Fax _____ E-mail _____ Web site _____

Product Manufacturer	Product Description / Brand	Purchase Amount (\$)	¹ Percent Postconsumer Material	² SABRC Product Category Code	Meets SABRC

Public Contract Code sections 12205 (a) (1) (2) (3) (b) (1) (2) (3) 10233

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC 12205.

Print name _____ Signature _____ Company _____ Date _____

(See footnotes on the back of this page.)

1. *Postconsumer material comes from products that were bought by consumers, used, then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.*

If the product does not fit into any of the product categories, enter "N/A." Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone

2. *Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.*

Note: For reused or refurbished products, there is no minimum content requirement.

For additional information visit www.calrecycle.ca.gov/BuyRecycled/.

Code	Description	Minimum content requirement
Product Categories (11)		
1	Paper Products - Recycled	30 percent postconsumer fiber, by fiber weight
2	Printing and Writing - Recycled	30 percent postconsumer fiber, by fiber weight
3	Compost, Co-compost, and Mulch - Recycled	80 percent recovered materials. i.e., material that would otherwise be normally disposed of in a landfill
4	Glass - Recycled	10 percent postconsumer, by weight
5	Rerefined Lubricating Oil - Recycled	70 percent re-refined base oil
6a	Plastic - Recycled	10 percent postconsumer, by weight
6b	Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
7	Paint - Recycled	50 percent postconsumer paint (exceptions when 50 % postconsumer content is not available or is restricted by a local air quality management district, then 10% postconsumer content may be substituted)
8	Antifreeze - Recycled	70 percent postconsumer material
9	Retreated Tires - Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived - Recycled	50 percent postconsumer tires
11	Metals - Recycled	10 percent postconsumer, by weight

Bid Completion Checklist

Please use this checklist to assist in the preparation of your Bid package to ensure that all required items are included.

-
- ☐ Cover Letter with contact information and statements as required in the IFB.
 - ☐ Organizational information and Personnel Information (Resumes)
 - ☐ Cost Bid Sheet (Attachment A)
 - ☐ Client References (Attachment F)
 - ☐ Copy of Required License(s) (Secretary of State)
 - ☐ Contractor Status Form (Attachment E)
 - ☐ Small Business/Disabled Veteran Business Enterprise (DVBE) Participation Summary *Form must be submitted even if participation levels are zero (write zero participation on form).* (Attachment B)
 - ☐ Darfur Contracting Act Certification (Attachment D)
 - ☐ Contractor Certification Clauses (Attachment G)
-

The following number of BID packages must be submitted as the Contractor's response to this IFB:

- ☐ One (1) unbound reproducible original Bid package marked "Original" (Do not include bid sheet in this copy).
 - ☐ One (1) Electronic copy of Bid Package in Adobe Acrobat format (Do not include bid sheet in this copy).
 - ☐ One complete, signed bid sheet in a separate sealed envelope marked "Bid – Do Not Open".
-

The following form is only required upon submittal as applicable pursuant to the provisions outlined in Section II, Rules and Conditions:

- ☐ Certification of Enterprise Zone Act Preference
 - ☐ Certification of Target Area Contract Preference Act
 - ☐ Certification of Local Military Base Recovery Area Act Preference
-

The following forms are not required at the time of the Bid submission but will be required by the successful contractor during the contract period:

- ☐ Recycled Content Certification (Attachment H)
 - ☐ Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification (Attachment C)
 - ☐ Payee Data Record (Standard Form 204 viewable at <http://www.calrecycle.ca.gov/Contracts/Forms/default.htm>)
-

Please note that if any of the items are missing from the Bid package, the package will be considered incomplete and will be disqualified from the process.